

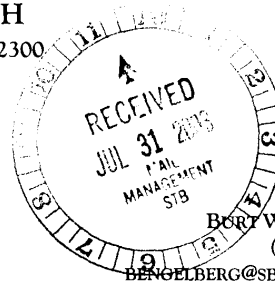
# ENGELBERG & SMITH

135 SOUTH LASALLE STREET, SUITE 2300

CHICAGO, ILLINOIS 60603-4274

TELEPHONE: (312) 580-1239

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SLH1261@SBCGLOBAL.NET

July 16, 2003

RECORDATION NO. 23694-13 FILED

Surface Transportation Board  
1925 K Street N.W.  
Washington, DC 20423-0001

JUL 31 '03 2-55 PM

SURFACE TRANSPORTATION BOARD

Attn: Recordation Office

***Re: Recordation of Railcar Lien from Citibank, F.S.B. ("Secured Party") to  
NTL Transportation, Ltd. ("Debtor")***

Dear Sir or Madam:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) is an executed original copy and one copy of a Railcar Security Agreement dated July 2, 2003, a secondary document as defined in the Surface Transportation Board's Rules for Recordation of Documents. The names and addresses of the parties to the subject Railcar Security Agreement are:

Secured Party: Citibank, F.S.B.  
500 West Madison Street, 5th Floor  
Chicago, IL 60661

Debtor: NTL Transportation, Ltd.  
135 South LaSalle Street  
Suite 2300  
Chicago, IL 60603

A description of the railroad equipment covered by this document is provided in Schedule A to the Railcar Security Agreement. The recordation fee of \$30 is enclosed along with a self-addressed postage paid envelope. Please return a copy of the recorded Railcar Security Agreement to the undersigned.

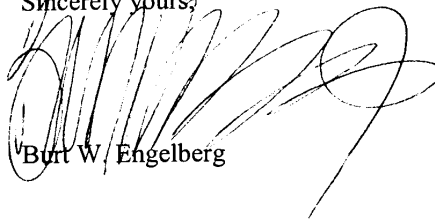
A short summary of the enclosed document to appear in the index is:

Surface Transportation Board  
July 16, 2003  
Page Two

Security Agreement between Citibank, F.S.B. ("Secured Party"), 500 West Madison Street, 5th Floor, Chicago, IL 60601, and NTL Transportation, Ltd. ("Debtor"), 135 South LaSalle Street, Suite 2300, Chicago, Illinois 60603, covering the 53 railcars identified in Schedule A.

Thank you for your attention to this matter.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Burt W. Engelberg", with a large, stylized flourish extending from the end of the signature.

BWE:lrr

Enclosures

RAILCAR SECURITY AGREEMENT

RECORDATION NO. 23694-B FILED

JUL 31 '03 2-55 PM

SURFACE TRANSPORTATION BOARD

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, NTL TRANSPORTATION, LTD., an Illinois corporation ("NTL"), has executed and delivered a Security Agreement dated June 30, 2003 (the "Security Agreement") to CITIBANK, F.S.B., a national banking association (the "Bank"); and

WHEREAS, NTL and the Bank desire to record the security interest of the Bank with respect to the railcars set forth in Exhibit A attached hereto with the Surface Transportation Board.

NOW, THEREFORE, NTL hereby grants to the Bank, for and in consideration of Ten Dollars (\$10) and other good and valuable consideration, receipt whereof is hereby acknowledged, a security interest in the railcars set forth in the attached Schedule A pursuant to the Security Agreement attached hereto as Exhibit B.

IN WITNESS WHEREOF, NTL has caused this instrument to be duly executed and delivered by its duly authorized officer as of this 2nd day of July 2003.

NTL TRANSPORTATION, LTD.

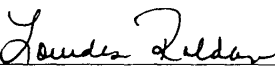
By: 

Its: President

STATE OF ILLINOIS       )  
                                      ) ss  
COUNTY OF COOK        )

On this 2nd day of July 2003, before me, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person to me, the within named Burt W. Engelberg, as President of NTL Transportation, Ltd. and duly authorized by authority of the board of directors or by the bylaws of said corporation in his capacity as such officer to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year first above written.

  
\_\_\_\_\_  
Notary Public



## SCHEDULE A

NTRX 1001  
NTRX 22906  
NTRX 22910  
NTRX 22911  
NTRX 22912  
NTRX 22913  
NTRX 22915  
NTRX 22916  
NTRX 22917  
NTRX 22918  
NTRX 22919  
NTRX 22920  
NTRX 22921  
NTRX 23007  
NTRX 23136  
NTRX 23170  
NTRX 23188  
NTRX 24321  
NTRX 29000  
NTRX 29003  
NTRX 29004  
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NTRX 29023  
NTRX 29024  
NTRX 29025  
NTRX 34369  
VWCX 1001  
VWCX 1002  
VWCX 1003  
VWCX 1005  
VWCX 1006  
VWCX 1007  
VWCX 1008  
VWCX 1009  
VWCX 1010  
VWCX 1011  
VWCX 1012  
VWCX 1013  
VWCX 1014  
VWCX 1015  
VWCX 1016  
TVAX 2002  
TVAX 2005

EXHIBIT B

CITIBUSINESS CREDIT

SECURITY AGREEMENT

For Value Received, and in consideration of credit extended, to be extended or to be continued by CITIBANK, F.S.B. ("CITIBANK") to the undersigned ("Owner") or to third parties on the guaranty, endorsement or other assurance of Owner, and to secure payment and performance of the "Obligations Secured" (as herein defined) CITIBANK shall have, and Owner hereby grants to CITIBANK, a security interest in the "Collateral" (as herein defined).

1. "Collateral" means Owner's existing or hereafter acquired:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Instruments (including promissory notes)                          | <input checked="" type="checkbox"/> Accounts (including health care receivables)  |
| <input checked="" type="checkbox"/> Goods (including inventory, equipment and any accessions thereto) | <input checked="" type="checkbox"/> Letter of Credit Rights (whether or not the letter of credit is evidenced by writing) |
| <input checked="" type="checkbox"/> Documents (including promissory notes)                            | <input checked="" type="checkbox"/> Chattel Paper (whether tangible or intangible)  |
| <input checked="" type="checkbox"/> General Intangibles   | <input checked="" type="checkbox"/> Payment Intangibles   |
| <input checked="" type="checkbox"/> Other (see attached schedule)                                     |   |

Collateral shall also include: (a) all personal property described on Schedule 1 attached hereto; (b) all of Owner's personal property coming into the hands of or under the control of CITIBANK in any manner, including investment property and securities held by, deposited with, assigned or pledged to CITIBANK, and all interest, dividends, stock rights, stock dividends, benefits and other property or rights to which Owner may become entitled by virtue of the ownership thereof except household goods not purchased with proceeds of the indebtedness secured by this Security Agreement; (c) the balance of every deposit or other account of Owner existing from time to time with CITIBANK or any other depository institution and any certificates of deposit or other collateral pledged to CITIBANK in a separate agreement; (d) all additions, accessories and accessions to, and products and replacements of, Collateral; (e) all proceeds of insurance covering Collateral, including returned or unearned premiums becoming due on any insurance covering the Collateral; (f) all property substituted or exchanged for Collateral; (g) all proceeds and products of Collateral; and (h) all records, documents, files and instruments (including without limitation computer programs and related electronically-stored data) evidencing an interest in or relating to the Collateral; (i) commercial tort claims; (j) supporting obligations and any other contract rights for the payment of money; (k) all licenses, permits, and agreements of any kind or nature pursuant to which the Owner possesses, uses or has authority to possess or use property (whether tangible or intangible) of others or that others possess, use or have authority to possess or use property (whether tangible or intangible) of the Owner; (l) all recorded data of any kind or nature regardless of the medium of recording, including, without limitation, all software, writings, plans, specifications and schematics; (m) patents, patent applications, trademarks, trademark applications, trade names, copyrights, copyright applications, software, engineering drawings, and service marks. If any of the Collateral is to be affixed to real property and thereby becomes a fixture, the description of the real property is set forth on Exhibit "A" attached hereto.

2. "OBLIGATIONS SECURED" means: (a) the indebtedness evidenced by a Continuing Guaranty executed by Owner of the debts of NTL Transportation, Ltd., ("Borrower") and all extensions, renewals or replacements thereof; (b) any and all advances to and debts obligations and liabilities of Owner, Borrower, or any one or more of them, now or hereafter existing, incurred or created, whether voluntary or involuntary, due or not due, secured or unsecured, absolute or contingent, liquidated or unliquidated, determined or undetermined, and regardless whether Owner, Borrower, may be liable individually or jointly with others or whether recovery upon any such indebtedness may be or hereafter become barred or otherwise unenforceable, and all extensions, renewals or replacements thereof; (c) the debts, obligations and liabilities of every guarantor or surety of the Obligations Secured (individually and collectively "Guarantor") and, (d) all sums and expense, including attorneys' fees, advanced or incurred by CITIBANK for or in connection with the Collateral or any obligation of Owner, Borrower or Guarantor undertaken herein or in any other agreement with CITIBANK.

THIS SECURITY AGREEMENT IS SUBJECT TO THE TERMS, COVENANTS AND CONDITIONS APPEARING ON THE FOLLOWING PAGES OF THIS DOCUMENT, ALL OF WHICH ARE MADE A PART HEREOF.

Date: June 30, 2003

OWNER: NTL Transportation, Ltd.

By: 

Burt Engelberg

Its: President

ADDRESS

135 South LaSalle Street  
Suite 2300  
Chicago, IL 60603

## SECURITY AGREEMENT TERMS, COVENANTS AND CONDITIONS

1. OWNER'S WARRANTIES. Owner warrants: (a) Owner has the authority and obtained all approvals and consents necessary to incur the Obligations Secured and enter into this agreement, and there is no legal restriction or agreement affecting Owner's right to grant a security interest in the Collateral; (b) Owner is and, as to Collateral acquired after the date hereof will be, the owner of the Collateral, free and clear of all liens, encumbrances and claims whatsoever; (c) all financial or credit statements and Collateral deposited with or otherwise relied upon by CITIBANK prior to, contemporaneously with or subsequent to the execution of this agreement are or will be true, correct, complete, valid, and genuine; (d) all Accounts or General Intangibles comprising Collateral are genuine, as appearing on their face, enforceable according to their terms, free of disputes, set-offs, counterclaims and defenses, and represent indebtedness, obligations, interest or property justly owing to and owned by Owner as therein provided; (e) if the Collateral is a motor or other type of vehicle which will be used on public streets or highways, it will be principally stored at Owner's address shown on the reverse side hereof; (f) if the Collateral is personal property other than a motor or other type vehicle, it will be primarily used and located at Owner's address shown on the reverse side hereof; (g) at all times Owner will maintain collateral security with CITIBANK for the Obligations Secured of a character and value satisfactory to CITIBANK; (h) no advance to enable Owner to acquire right in or for the use of the Collateral for a stated purpose, will be used for any other purpose; (i) no financing statement or security agreement covering any of Owner's property of the type, kind or class of the Collateral is or will be on file in any public office without CITIBANK'S consent; (j) any written modification, extension or renewal hereof executed by Owner shall constitute a representation and warranty of Owner that the unpaid balance of principal, interest and other sums owing at the time of such modification, renewal or extension are owed without adjustment of offset, counterclaim or other defense of any kind by Owner or Borrower against CITIBANK; (k) unless CITIBANK is otherwise notified in writing, there are no express or implied warranties to others in connection with the Collateral; and (l) all claims and defenses against Owner have been waived as against CITIBANK, to the fullest extent permitted by law.

2. OWNER'S AFFIRMATIVE COVENANTS. Owner agrees to: (a) defend the Collateral and its proceeds against the claims and demands of all third persons; (b) keep the Collateral free of all levies, liens, encumbrances and other security interests; (c) pay when due all taxes, licenses, charges and other impositions on or for the Collateral or the Obligations Secured; (d) at its expense, keep the Collateral insured in amounts, on terms and with carriers acceptable to CITIBANK, against such risks and casualties as CITIBANK considers reasonable, customary or appropriate, with loss payable to CITIBANK and providing for written notice to CITIBANK at least ten (10) days prior to cancellation or material change, and Owner shall deposit with CITIBANK on demand the insurance policies or certificates representing insurance on the Collateral in good condition, free of misuse, abuse, waste and deterioration; (e) as appropriate, properly care for, house, store and maintain the Collateral in good condition, free of misuse, abuse, waste and deterioration; (f) as appropriate, cultivate, harvest, raise, fatten, graze, cut, extract, process and prepare the Collateral for sale or market according to approved methods; (g) promptly and duly observe and perform every contract or agreement pertaining to the Collateral or any part thereof; (h) comply with all laws, statutes and regulations pertaining to the Collateral; (i) as appropriate, execute, deliver, file and/or record such instruments, documents, statement, notices or agreements, in such form and substance, as CITIBANK may request, and take such action and obtain such certificates and documents, in accordance with all applicable laws, statutes and regulations as is necessary, to create, preserve, validate, perfect, evidence and/or continue CITIBANK'S security interest in the Collateral, and/or to enable CITIBANK to exercise or enforce its rights with respect to such security interest; (j) supply CITIBANK with any information CITIBANK may reasonably request, and permit CITIBANK to inspect any of Owner's property, the Collateral and inspect and copy any of Owner's records; (k) until otherwise notified by CITIBANK, enforce and collect the Collateral, at Owner's expense, and maintain accurate and complete records thereof, and account fully for and promptly deliver to CITIBANK the proceeds thereof as and when received; (l) keep the Collateral and the proceeds of any collection, sale or disposition thereof authorized by CITIBANK separate from Owner's other property; and, (m) upon demand, pay CITIBANK all sums expended and expenses incurred by CITIBANK with respect to the Collateral, together with any balance of the Obligations Secured remaining after any sale or other disposition of the Collateral by CITIBANK, and together with interest at the highest rate of interest provided for in any written agreement between Owner or borrower and CITIBANK.



3. OWNER'S NEGATIVE COVENANTS. Owner will not, without CITIBANK'S written consent: (a) exchange, lease, lend, use, operate, race, demonstrate, sell, or dispose of the Collateral or Owner's rights therein, or permit the Collateral to become so affixed to realty as to be a part or become a fixture thereof, provided however, until otherwise notified by CITIBANK, Equipment may be used if subjected to only reasonable wear and tear, and raw materials may be used, and inventory held for sale may be sold (for not less than such release price as CITIBANK shall specify) in the regular course of Owner's business; (b) make any compromise, adjustment, amendment, modification, settlement, substitution or termination with respect to the Collateral; (c) remove the Collateral from the county of Owner's principal place of business (or residence, if an individual); (d) enter into any security agreement that creates a security interest in any category of its personal property generally (as distinguished from any specific items thereof) or in any of Owner's after-acquired property, other than accessions and fixtures, nor sign or authorize the filing of the financing statement that describes the Collateral generally by class rather than specifically; or (e) fail to do anything necessary or advisable concerning the Collateral, or permit anything to be done that may impair it or its value, or CITIBANK'S security interest and rights hereunder.

4. CITIBANK'S AUTHORITY. Owner authorizes CITIBANK to do the following from time to time, in its own or in Owner's name and at Owner's expense, without notice or demand to Owner, Borrower or any Guarantor, and without effecting Owner's, Borrower's or Guarantor's liability hereunder or on the Obligations Secured: (a) notify any obligor or account debtor on an Instrument or Account that is part of the Collateral to make payment to CITIBANK; (b) demand, sue for, collect, or make any compromise or settlement with reference to the Collateral, and any interest, dividend, principal payments, benefits and other sums payable on account of the Collateral, as Citibank in its sole discretion chooses; (c) collect by legal proceedings or otherwise, and endorse, receive any receipt for all dividends, interest, payments, proceeds and other sums and property now or hereafter payable with respect to or on account of the Collateral; (d) make any payment and perform any agreement undertaken by Owner, and expend such sums and incur such expense, including reasonable attorneys' fees and legal expenses, as CITIBANK reasonably deems advisable; (e) transfer the Collateral into its own name or into the name of one of its nominees; (f) renew, extend, accelerate, or otherwise change the time for payment of, or otherwise change the terms hereof or of the Obligations Secured or any part thereof, including increasing or decreasing the rate of interest thereon and in the event this agreement is ever marked "paid by renewal" or with words of similar effect, the security interest granted herein and the obligations renewed shall, respectively, continue to be deemed granted and incurred on the date hereof; (g) take and hold security, other than the Collateral, for the payment of the Obligations Secured or any part thereof, and exchange, enforce, waive and release the Collateral or any part thereof or any such other security; (h) apply the Collateral or other security, and direct the order or manner of sale thereof as CITIBANK in its discretion may determine; (i) enter into any extension, subordination, reorganization, deposit, merger or consolidation agreement or any other agreement affecting or relating to the Collateral, and in connection therewith deposit or surrender control of the collateral or any part thereof, and accept other property in exchange or substitution therefor; (j) assign or negotiate any of the Obligations Secured and, in the case of such transfer, deliver the whole or any part of the collateral to the transferee who shall succeed to all the powers and rights of CITIBANK in respect thereof, and CITIBANK shall thereafter be forever relieved and fully discharged from any liability or responsibility with respect to the transferred Collateral; (k) release or substitute Owner, Borrower or Guarantor of any of their liabilities and obligations or any part thereof; (l) delay exercising or not exercise any right or remedy under this or any other agreement, without waiving that or any other past, present or future right or remedy; (m) insure, process and preserve all or any part of the Collateral; (n) receive premiums and proceeds of insurance covering the Collateral, and Owner hereby directs insurers to pay any return or unearned premium becoming due on any such insurance to CITIBANK, and irrevocably appoints CITIBANK by any of its officers as Owner's attorney-in-fact to cancel such insurance and to endorse and sign any instrument payable to Owner or required to obtain such insurance premiums or proceeds; and, (o) take any action it deems advisable, and exercise all rights, powers and remedies of an owner with respect to all or any part of the Collateral.

5. CITIBANK'S DUTIES. CITIBANK makes no express or implied warranties, including warranties of merchantability or fitness, for any of the Collateral delivered or released to Owner. CITIBANK'S duty with respect to the Collateral shall be solely to use reasonable care in the custody and preservation of Collateral in its possession, which shall not include any steps necessary to preserve rights against prior parties nor the duty to send

notices, perform services or take any action in connection with the management of the Collateral. Such care as CITIBANK gives to the safekeeping of its own property of like kind shall constitute reasonable care of the Collateral when in CITIBANK'S possession. As appropriate, commercially reasonable preparation or processing of the Collateral includes completing or continuing any growing, grazing, fattening, or other farming operations necessary to the sale or other disposition of the Collateral. Neither CITIBANK nor its correspondents or agents shall have any responsibility or liability for: (a) the form, sufficiency, correctness, genuineness or legal effect of any instrument or document constituting a part of or in any way relating to the Collateral, or any signature thereon; (b) making any presentment, demand or protest, or giving notice, in connection with any obligation or evidence of indebtedness held by it as part of the collateral or in connection with the Obligations Secured; (c) the description or misdescription, quantity, weight, quality, condition, packing, delivery or value of property or goods represented, or purported to be represented, by documents or instrument; (d) the performance or nonperformance of any contract or obligation of carriage, storage, insurance or otherwise, relating thereto; (e) the consequences arising out of any error, interruption, delay, mutilation or loss in transit of cables, telegrams, letters, instruments or documents, including errors in translation or interpretations; (f) obligations imposed by foreign laws, customs or regulations; (g) consequences arising out of acts or decisions of public authorities, strikes, lockouts, riots, wars, acts of God or other causes beyond the control of CITIBANK, its correspondents or agents; or, (h) any act or failure to act of any of its or their correspondents or agents.

6. EVENTS OF DEFAULT. At CITIBANK'S option, an event of default occurs when: (a) any of the Obligations Secured is not paid or performed as agreed; (b) any petition or application for a custodian, as defined by Title 11, United States Code, as amended from time to time (the "Bankruptcy Code") or for any form of relief under any provision of the Bankruptcy Code or any other law pertaining to reorganization, insolvency or readjustment of debts is filed by or against Owner, Borrower or Guarantor, or any partnership of which Owner, Borrower or Guarantor is a partner, their respective assets or affairs; (c) Owner, Borrower or Guarantor makes an assignment for the benefit of creditors, is not paying debts as they become due, or is granted an order for relief under any chapter of the Bankruptcy Code; (d) a custodian, as defined by the Bankruptcy Code, takes charge of any property of Owner, Borrower or Guarantor, or any property of any partnership of which Owner, Borrower or Guarantor is a partner; (e) garnishment, attachment, levy or execution is issued against any of the property or effects of Owner, Borrower or Guarantor, or any partnership of which Owner, Borrower or Guarantor is a partner; (f) there is a death, dissolution or termination of existence of Owner, Borrower or Guarantor; (g) Owner, Borrower or Guarantor, or any subsidiary of either Owner, Borrower or Guarantor, becomes a party to any merger or consolidation, or acquires by purchase, lease or otherwise, all or substantially all of the assets or capital stock of any person, or sells, transfers, leases, or otherwise disposes of all or any substantial part of its property or assets or business; (h) there is any default or breach of any representation, warranty or covenant, or any false statement or material omission by Owner, Borrower or Guarantor under any document forming part of the transaction in respect of which this agreement is made, or forming part of any other transaction under which Owner, Borrower or Guarantor is indebted to CITIBANK; (i) Owner or Borrower fails to establish, upon demand, the correctness of all written information given, and representations made, by Owner, Borrower or Guarantor to CITIBANK; (j) there is any injury to, or any destruction, loss or decline in value or market price of, the Collateral, or (k) CITIBANK, in good faith (as defined in the Uniform Commercial Code), deems itself insecure or undersecured for any reason, or believes that the prospect of payment of the Obligations Secured by Owner, Borrower or Guarantor is impaired.

7. CITIBANK'S REMEDIES. Upon the occurrence of an event of default, without demand or notice of any kind (all of which are hereby expressly waived), CITIBANK (and its agents) shall have the rights and remedies of a secured creditor, and Owner shall have the rights and duties of a Owner, provided to them under the Uniform Commercial Code in force in Illinois at the date of this agreement or as such Code may thereafter be amended, and CITIBANK may, at its election and in addition to all other rights, powers and privileges and notwithstanding any cessation of Owner's liability or any bar of any statute of limitations, which Owner hereby waives to the fullest extent permitted by law: (a) declare the Obligations Secured immediately fixed, due and payable, the same as if the Obligations Secured had become in default or past due, and proceed to collect the same; (b) terminate any agreement for financial accommodation; (c) waive or remedy any default, without waiving it or any prior or subsequent default; (d) as appropriate, take immediate possession of the Collateral, without notice and with or without resort to legal process, and for such purpose CITIBANK may enter upon any premises on which the

Collateral or any part thereof may be situated and remove it therefrom or render the Collateral unusable, and upon CITIBANK'S demand, Owner shall assemble the Collateral and make it available at a reasonably convenient place designated by CITIBANK; (e) remove any and all Collateral from the state or country in which it may be held to any other state or country, and there be dealt with by CITIBANK as provided in this agreement; (f) transfer any voting securities constituting all or any part of the Collateral into the name of CITIBANK for the purpose of voting said securities as CITIBANK may determine in its sole discretion, provided however, that such transfer shall not be deemed a retention of such securities in satisfaction of the Obligations Secured hereunder unless written notice to that effect is given by CITIBANK to Owner; (g) at its option, retain the Collateral in satisfaction of the Obligations Secured by sending written notice of such election to Owner, but unless such written notice is sent, retention of the Collateral shall not be in satisfaction of any of the Obligations Secured; (h) lease all or any part of the Collateral, or sell, assign and deliver all or any part of the Collateral at public or private sale (regardless whether the Collateral is present at the place of sale), without notice or advertisement, and at any sale or disposition of the Collateral, CITIBANK may bid and become a purchaser at any public sale, and may accept a trade of property for all or a portion of the sale price; (i) make or have made any repairs deemed necessary or desirable, the cost of which is to be charged to the Owner; (j) realize upon insurance policies with a cash surrender value, securities, instruments or documents that will be redeemed by the issuer upon surrender, without notice to Owner; and (k) apply the Collateral, or the proceeds of any disposition of Collateral, towards the satisfaction of the Obligations Secured, in any order that CITIBANK, in its sole discretion, chooses. In the event of default by Owner in so doing, CITIBANK may obtain physical damage/loss insurance (protecting CITIBANK only if it chooses), pay taxes, assessments, liens, fees, charges or encumbrances, and order and pay for repairs or spend any amounts necessary to maintain the Collateral in Owner's exclusive possession and in good condition and repair, and all amounts so expended shall, with interest therein at the highest rate contracted with respect to the Obligations Secured, constitute part of the Obligations Secured and shall be immediately due and payable. No such act or expenditure by CITIBANK shall relieve Owner from the consequences of such default. The making of any such payment or the performance of any obligation on behalf of Owner shall constitute prima facie evidence of the necessity and the responsibility therefor. If notice to Owner is required, CITIBANK shall give written notice to Owner not less than five (5) days prior to the date of public sale of the Collateral or prior to the date after which private sale of the Collateral will be made by mailing such notice to Owner at the address designated with Owner's signature below. Any excess proceeds of Collateral remaining after satisfaction of Obligations Secured to CITIBANK shall be returned to Owner, but Owner or Borrower shall continue to be liable to CITIBANK for any deficiency remaining after application of Collateral or proceeds thereof to the Obligations Secured, together with interest thereon at the rate applicable upon a default under the agreement or instrument evidencing the Obligations Secured, and if no rate is provided, then at 18% per annum.

8. **WAIVERS.** Owner waives: (a) any right to require CITIBANK to proceed against any person, exhaust any Collateral, or pursue any other remedy in CITIBANK'S power; (b) any requirement that Borrower or Guarantor be required to be joined in any action brought to enforce the Obligations Secured or this agreement, and any requirement that Owner be joined in any action to enforce the liability of a Guarantor; (c) any defense arising by reason of any disability or other defense of Owner, Borrower, Guarantor or any other person, or by reason of cessation from any cause whatsoever of the liability of Owner, Borrower or Guarantor or against any other person; (d) any right to enforce or compel the enforcement of any remedy which CITIBANK now has or may hereafter have against Owner, Borrower or Guarantor or against any other person; (e) any benefit of and any right to participate in the Collateral or other Security whatsoever now or hereafter held by CITIBANK; and, (f) the provisions of Illinois law, if applicable, relating to sureties. Until all of the Obligations Secured shall have been satisfied and paid in full, Owner shall not have any right of subrogation.

9. **MISCELLANEOUS AGREEMENTS.** Owner agrees: (a) to give CITIBANK prior written notice of any change of residence, place of business or insurance with respect to the Collateral; (b) any Collateral made available to Owner, if goods in possession of a bailee (non-negotiable document) or documents representing goods (negotiable document), is for the purpose of ultimate sale or exchange, or for the purpose of loading, unloading, storing, shipping, transshipping, manufacturing, processing otherwise dealing with it in a manner preliminary to its sale or exchange, or if instruments, is for the purpose of ultimate sale or exchange or of presentation, collection, renewal or registration of transfer; (c) demands for additional or substituted Collateral, and any other demands or notices may be given by telegram, telephone or cable, or by mailing the same, postage

prepaid, to Owner's address shown on the reverse side hereof; (d) acceptance by CITIBANK of any performance which does not comply strictly with the terms hereof shall not be deemed to be a waiver or bar of any right of CITIBANK, nor a release of any of the Obligations Secured; (e) any sums or property owned to Owner by CITIBANK may be offset at any time against Owner's liability to CITIBANK; (f) Owner is and shall remain subject to the in personam, in rem and subject matter jurisdiction of the Courts of the State of Illinois (including the Federal District Court for the Northern District of Illinois) for all purposes pertaining to this instrument and all documents and instruments executed in connection herewith, securing the same, or in any way pertaining hereto; (g) this agreement shall be governed by the laws of the State of Illinois applicable to security agreements made in the State of Illinois; (h) time is of the essence of this agreement; (I) this is a continuing agreement, and to the extent possible, applies to all past, present and future indebtedness, obligations and transactions of Owner or Borrower, or any of them with CITIBANK, and whether or not such transactions continue, increase, decrease or create new indebtedness after or before payment of prior indebtedness, and notwithstanding the death, incapacity or bankruptcy of, or other event or proceedings affecting Owner; and (j) if there is more than one Owner, their obligations and agreements hereunder are joint and several and binding upon their respective heirs, successors and assigns, and the delivery or other accounting of the Collateral (in whatever form) to any one of them shall discharge CITIBANK of all liability therefor.

All words used herein shall be construed to be of such gender and number, as the circumstances require. This instrument shall be binding upon the heirs, personal representatives, successors and assigns of Owner and inure to the benefit of CITIBANK, its successors and assigns. This agreement constitutes the entire agreement between the parties concerning the subjects addressed herein and may not be altered or amended except by a writing signed by Owner and CITIBANK.

## COLLATERAL SCHEDULE

Attached to the Security Agreement Dated: \_\_\_\_\_

### FOR CERTIFICATED SECURITIES:

Certificate Identification Number	Account Owner's Maker's, Issuer's Name and Address	Description of Collateral	Amount, Shares or Face Value
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

### FOR UNCERTIFICATED SECURITIES:

All investment property held in account number \_\_\_\_\_ at \_\_\_\_\_.

### FOR TITLED VEHICLES OR SPECIFIC EQUIPMENT

See exhibit "A" attached hereto and made a part hereof

Year/Model	Make or Manufacturer	Description of Collateral	Serial or Identification Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Legal Description of real property to which Collateral is, or is to be, attached is described in Exhibit "A" attached hereto and incorporated herein.

This Collateral Schedule is a continuation of Paragraph 1 of the above Security Agreement and is incorporated therein by this reference.

## SCHEDULE A

NTRX 1001  
NTRX 22906  
NTRX 22910  
NTRX 22911  
NTRX 22912  
NTRX 22913  
NTRX 22915  
NTRX 22916  
NTRX 22917  
NTRX 22918  
NTRX 22919  
NTRX 22920  
NTRX 22921  
NTRX 23007  
NTRX 23136  
NTRX 23170  
NTRX 23188  
NTRX 24321  
NTRX 29000  
NTRX 29003  
NTRX 29004  
NTRX 29005  
NTRX 29006  
NTRX 29007  
NTRX 29008  
NTRX 29009  
NTRX 29010  
NTRX 29011  
NTRX 29012  
NTRX 29017  
NTRX 29018  
NTRX 29019  
NTRX 29021  
NTRX 29022  
NTRX 29023  
NTRX 29024  
NTRX 29025  
NTRX 34369  
VWCX 1001  
VWCX 1002  
VWCX 1003  
VWCX 1005  
VWCX 1006  
VWCX 1007  
VWCX 1008  
VWCX 1009  
VWCX 1010  
VWCX 1011  
VWCX 1012  
VWCX 1013  
VWCX 1014  
VWCX 1015  
VWCX 1016  
TVAX 2002  
TVAX 2005